



WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
 600 Fifth Street, NW, Washington, DC 20001-2651

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION Amendment No. 005	2. EFFECTIVE DATE (Same as block 17)		
3. ISSUED BY PURCHASING SECTION Office of Procurement and Materials Charmyne Reid – (202) 962-1476	4. ADMINISTERED BY (If other than block 3)		
5. CONTRACTOR NAME AND ADDRESS <small>(Street, city, county, state, and Zip Code)</small>	6. FORM TYPE <small>(Check only one)</small> <input checked="" type="checkbox"/> Amendment Of Solicitation No. CQ17022 Date <u>09/01/16</u> (See block 7) <input type="checkbox"/> MODIFICATION OF CONTRACT NO. Date _____ (See block 9)		
7. <input checked="" type="checkbox"/> THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in block 10. The hour and date specified for receipt of Offers <input type="checkbox"/> extended, <input checked="" type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods; (a) By signing and returning <u>1</u> copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
8. ACCOUNTING AND APPROPRIATION DATA (If required)			
9. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS <input type="checkbox"/> This Change Order is issued pursuant to _____ The Changes set forth in block 10 are made to the above numbered contract/order. <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 10. <input type="checkbox"/> Supplemental Agreement is entered into pursuant to authority of It modifies the above numbered contract as set forth in block 10.			
10. DESCRIPTION OF AMENDMENT/MODIFICATION 1.) Amendment 005 transmits Clarifications and Interpretations to RFP No.CQ17022. <small>Except as provided herein, all terms and conditions of the document referenced in block 6, as heretofore changed, remain unchanged and in full force and effect.</small>			
11. <input type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS MODIFICATION AND RETURN _____ COPIES TO ISSUING OFFICE.	<input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT		
12. NAME OF CONTRACTOR/OFFICE BY _____ <small>(Signature of person authorized to sign)</small>	15. WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY BY <small>(Signature of Contracting Officer)</small>		
13. NAME AND TITLE OF SIGNER (Type or print)	14. DATE SIGNED	16. NAME OF CONTRACTING OFFICER (Type or print) William R. Walters, Jr.	17. DATE SIGNED October 5, 2016

**Washington Area Transit Authority (WMATA)
RFP CQ17022_Parking Concessionaire
Amendment 005**

Questions

Q18. Has the WMATA Board authorized the proposed transaction and does such authority authorize management to complete a transaction at or above a certain valuation? What is that minimum valuation threshold?

A. Before finalizing this transaction, WMATA will seek approval from its Board of Directors to enter into the Concession Agreement. WMATA does not have a stated minimum valuation threshold.

Q19. Will the Board's resolution authorizing this transaction be provided?

A. Please refer to the response for Question 18. Board resolution authorizing this transaction is not required.

Q20. Do you propose to provide an electronic data room containing all of the usual revenue, permit, transaction, pricing, cost, capital program costs, employee arrangements and general & administration overhead, demand review study, asset condition report and projected capex costs, usually provided to investors in transactions of this kind?

**A. Information and documents provided to Proposers will be posted on the WMATA Procurement website at:
http://www.wmata.com/business/procurement_and_contracting/solicitations/view.cfm?solicitation_id=3481**

Q21. Do you intend to provide a draft of proposed operating standards?

A. WMATA will not provide a draft of proposed operating standards. Proposer shall define the operating standards by which they will maintain the facilities within their technical proposal submission.

Q22. How do you intend to delineate what is included and excluded from the proposed concession?

A. The Concession Agreement, to be finalized during negotiation with proposers within the competitive range, shall delineate what is included and excluded. Under no circumstance does WMATA expect the Concessionaire to exclude any facilities from the Parking Portfolio.

Q23. If the answer to question #20 is no – then please provide –

- i. Revenue history and YTD by type (permit, transient, other) for last 3 years,
- ii. Transaction volume history and YTD by type (permit, transient, other) for last 3 years,
- iii. Occupancy and Average Length of Stay historical data and YTD for each facilities for last 3 years,
- iv. WMATA ridership history and YTD for last 5 years,
- v. Parking Price changes for last 5 years,
- vi. WMATA price changes for last 5 years,
- vii. Detailed Operating costs for last 3 years,
- viii. Staffing model,
- ix. Capital expenditures by facility for last 5 years,
- x. Details of all equipment – manufacturer and age - by location,
- xi. A demand review or other basis for estimated future parking requirements,
- xii. A demand review or other basis for estimated WMATA ridership forecast over the term of the proposed concession.
- xiii. Engineering review of condition of all facilities and any repairs or upgrades necessary to bring facilities up to standard
- xiv. Any other information available

- A.**
- i.** Please refer to Attachment titled CQ17022_Amendment 5_Question 23i.
 - ii.** Please refer to the response in Amendment 3, Question 5.
 - iii.** Please refer to the response in Amendment 3, Question 5. WMATA's parking fee structure is a flat fee per exit. Data on length of stay is not available.
 - iv.** Metrorail Ridership through FY2016, June 30, 2016, is provided in Attachment titled CQ17022_Amendment 5_Question 23iv. Year to Date (YTD) ridership will be provided with the release of the Q1 FY2017 report to the WMATA Board of Directors.
 - v.** Please refer to the response in Amendment 3, Question 5.
 - vi.** Please refer to Attachment titled CQ17022_Amendment 5_Question 23vi.
 - vii.** This information is not available.
 - viii.** Parking facilities are un-manned, fully automated and are controlled from a central operations center, which employs approximately ten full time employees. WMATA does not staff each facility. Custodial work and routine maintenance are completed per a schedule and on an as needed basis.
 - ix.** Please refer to Attachment titled CQ17022_Amendment 5_Question 23ix.
 - x.** A detailed inventory of equipment information, including the Parking Access and Revenue Control Systems, is not available for the parking facilities.
 - xi.** This information is not available.
 - xii.** This information is not available.
 - xiii.** Please refer to the response for Question 41.
 - xiv.** Please refer to prior and future Amendments issued for additional information.

Q24. 2.2.13 Small, Local, and/or Diverse Business Participation

Is there DBE goal that has to be met by the prime? If so what is the percentage?

- A. WMATA has issued Amendment 004 detailing our requirements for Small, Local & Minority Owned Businesses (SLMB).**

Q25. 3.3.10 Late Proposals

Timely receipt by WMATA is the Proposer's responsibility. Any Proposal received by WMATA after the deadline set in Section 3.3.3 shall be considered a late Proposal. A late Proposal may be accepted and evaluated, or rejected, by WMATA in WMATA's sole and absolute discretion.

Re-3.3.10 Late Proposals:-once WMATA set date and time deadline, what is the reason accepting late proposal?

- A. WMATA adheres to Section 10-14 –Late Proposal, Modification and Withdrawals in the Procurement Procedures Manual (PPM), which contains the reason(s) for the acceptance of a late proposal.**

The PPM is accessible online at:

http://www.wmata.com/business/procurement_and_contracting/WMAT A%20Procurement%20Procedures%20Manual.pdf

Q26. Please provide official WMATA pictures of each site in this RFP.

- A. Please refer to Attachment titled Question 26_ WMATA AMP VOLUME 1, VOLUME 2 and VOLUME 3. This report provides limited photographs. Additional official WMATA pictures are not available.**

Q27. Please provide a copy of the last two (2) years of City building inspection reports for each site.

- A. Requirements for each jurisdiction differ with respect to the requirements for and level of local inspection. These reports are not available.**

Q28. Please provide the last two (2) years for the operating budget for your parking garages.

A. Operating budget inclusive of operations and maintenance is not available and, accordingly, will not be provided.

Q29. How many WMATA employees are at each site and what areas of work do they perform?

A. Parking facilities are un-manned, fully automated and are controlled from a central operations center, which employs approximately ten full time employees. WMATA does not staff each facility. Custodial work and routine maintenance are completed per a schedule and on an as needed basis.

Q30. Do the employees of the winning team have to be unionized?

A. The RFP does not require that the winning team to have a unionized workforce.

Q31. Does WMATA currently operate each one of your garages or open street level parking lots? If not, which ones are owned by private concerns and who are they and what is their operating budget?

A. WMATA operates all of the garages and surface lots that are identified in the RFP as part of the concession. Wiehle Reston East is owned and maintained by Fairfax County. However, per an agreement with Fairfax County, parking operations for revenue collection is done by WMATA, revenue collected, less an operations fee, are provided to Fairfax County. Proposers should include a price for operating Wiehle Reston East as part of their proposal.

Q32. This RFP states that there is a 35% CBE goal. The WMATA CBE program currently includes firms not owned by Blacks and Minority firms. If a proposer has a team of CBE's that are not BLACK or MBE, are they considered to be responsive and responsible to the CBE goal 35%. If so, how do Blacks and MBEs get involved under the current CBE program language?

A. The RFP does not state a CBE goal of 35%. WMATA has issued Amendment 004 detailing our requirements for Small, Local & Minority Owned Businesses (SLMB).

Q33. Since WMATA is still going to own these garages/lots during the concession agreement term and will continue to get Federal funding, why can't there be a DBE goal broken out for Black firms.

A. WMATA has issued Amendment 004 detailing our requirements for Small, Local & Minority Owned Businesses (SLMB).

Q34. What forms do the proposers need to return with their proposal that indicates the CBE owners name, firm name, contact info, dollar amount of their subcontract or sub consultant contract, type of CBE and the description of work they will perform on their team? There needs to be a form whereby the selection committee is reviewing the "CBE" commitments on an "apples to apples" basis.

A. Please refer to the response for Question 24.

Q35. Why isn't the WMATA DBE office listed in the RFP to oversee and ensure that Black firms are involved on page three (3)?

A. Please refer to the response for Question 24.

Q36. I want to suggest that since the State of Maryland is listed on page 3 as a contact for the sue of MBE's, why can't the Maryland Law that allows for goals for MBE's to be set and a "sub-set goal for African American certified firms be used since you have already stated that Maryland's MBE program certification is OK with WMATA? I encourage that WMATA confers with the State of Maryland Office of Minority Affairs (SOMA) and Attorney general Office's of get the legal requirements that would let WMATA set a MBE/WBE goal of, for example, 35% and then a sub-set of 29% for African American firms and the rest for MBE/WBE's. (PLEASE DON'T EVER FORGET AND ALWAYS REMEMBER, all of these types of procurement advantage programs were originally set up for the business owners whose race and gender required by law for them to SIT AT THE BACK OF THE BUS, not to mention formers slaves relatives.)

A. Please refer to the response for Question 24 and Question 33, respectively.

Q37. I further want to recommend that the goals (Black, MBE/WBE, hopefully) are restructured as follows:

A. A goal for all personal and Professional Services (PPS), I.e.;

A/E, Financing, Legal etc. 35%

B. A goal for any and all new Construction and/or Renovation work

(Public Works) 40%

C. A goal for any and all Operational and Maintenance work

(O-M) 40%

A. Please refer to the response for Question 24.

Q38. When will the Concession Agreement be released?

A. The Concession Agreement, to be finalized during negotiation with proposers within the competitive range.

- Q39.** With respect to the Concession Agreement term, is there any ability for the Concessionaire or WMATA to terminate the agreement when the regular renewal comes up? We're just curious if one of the parties can 'terminate for convenience' prior to the 50th year.
- A. Please refer to the WMATA Compact, Article XI-Operation of Facilities, Section 52. The Operating Contract. However, it is the current intent of WMATA to exercise each 5 year option up to a total of 50 years. Within each 5 year period, the Concession Agreement can be terminated for cause only. What events constitute "cause" is subject to negotiation.**
- Q40.** Does WMATA intend on opening up a dataroom with information on all of the locations during the RFP phase?
- A. Please refer to the response for Question 20.**
- Q41.** With respect to Appendix C, reference is made to Walker Parking Consultants . Was that part of a more detailed study of the garages? If so, will that report be available to potential proposers?
- A. This report is a detailed asset management study of WMATA parking garages. All parking garages were constructed in accordance with the approved WMATA design criteria in force on the date that the final construction plans and specifications were approved.**
- Q42.** With respect to 2.2.5, will a detailed accounting of the "Other Income" be provided?
- A. Please refer to the response for Questions 23 and 43.**

Q43. WMATA hereby clarifies the issue of potentially available “Other Income” within Section 2.2.5 and is replaced in its entirety to read as follows:

- A.** WMATA collects other revenue at its Parking Facilities by entering into third party agreements. Under the Concession Agreement, WMATA will agree to work with the concessionaire to transfer our rights under these agreements to the concessionaire, such that the concessionaire can receive this revenue. In the alternative, the concessionaire may choose to negotiate new agreements with the entities currently under contract, subject to the Concessionaire addressing any costs associated with termination of these contracts.

WMATA expressly excludes from this provision its advertising contract and expressly prohibits the concessionaire from undertaking an advertising contract that would compete with WMATA’s marketing of the Parking Facilities as an advertising asset. Further, WMATA retains the right to include portions of the Parking Facilities in an expanded advertising inventory. Proposers should assume that no commercial advertising space will be available within the Parking Facilities for their use and that WMATA will identify, during the negotiation of the Concession Agreement, and during the term of the Concession additions and reductions to WMATA-controlled commercial advertising space.

Q44. Will the operator be responsible for snow/ice clearing and/or removal?

- A.** Yes, the operator will be responsible for maintaining safe, passable access into and within the parking facilities for pedestrians and vehicles during all times of the year, which may include WMATA-owned access roads. Details regarding whether some access roads will be managed by WMATA for access during inclement weather will be detailed in the Concession Agreement.

Q45. If the operator is required to provide snow removal / clearing services, to what extent will this be for each garage and/or lot?

- A.** The operator will be responsible for maintaining safe, passable access into and within the parking facilities for pedestrians and vehicles during all times of the year. Proposer(s) shall define the snow/ice clearing and/or removal standards by which they will maintain the facilities within their technical proposal submission.

Q46. How many dollars were spent in the current or last fiscal winter season for snow / ice clearing and /or snow removal at all facilities and lots?

A. This information is not available.

Q47. What is the budget amount in the current fiscal year for snow / ice clearing and / or snow removal services?

A. WMATA does not breakdown this expense information in a way that we can provide a meaningful answer to this question.

Q48. Will the operator be responsible for any sewage or storm water runoff taxes at each facility or lot?

A. WMATA anticipates maintaining responsibility for utility expenses (electric, water, sewer) where those expenses are not billed separately from the associated Metrorail Station expenses. To the extent that the proposers use of facility triggers a tax or fee from which WMATA is exempt, the proposer will be responsible for that charge.

Q49. Will the operator be responsible for utility expenses at each facility or lot?

A. WMATA anticipates maintaining responsibility for utility expenses (electric, water, sewer) where those expenses are not billed separately from the associated Metrorail Station expenses. To the extent that the proposers use of facility triggers a tax or fee from which WMATA is exempt, the proposer will be responsible for that charge.

Q50. Will the operator be responsible for paying any type of parking, sales or use, jurisdictional, etc. taxes on the revenues collected? If so, what are those tax percentages or fees for each facility and lot?

A. Please reference Section 2.2.4 of the RFP, an additional jurisdictional parking surcharge is added to WMATA's parking fee at some Parking Facilities. The parking surcharge revenue is pledged to bonds issued by the local jurisdictions or other purposes. The Concessionaire may retain all of WMATA's parking revenue, but not jurisdictional parking surcharge revenue. The Concessionaire will be responsible for remitting to WMATA or the jurisdictional partner the jurisdictional parking surcharge revenue.

As to taxes, WMATA is exempt from state and local taxes by virtue of the WMATA Compact. Compact exemptions do not transfer to a private entity. Concessionaire shall be responsible for all applicable taxes.

Q51. Will the operator be responsible for paying any additional license fees outside of the normal license fees associated with commercial parking structures or lots in each jurisdiction?

A. Yes, the selected proposer shall be responsible for paying any additional license fees outside of the normal license fees associated with commercial parking structure and/or lots in each jurisdiction.

Q52. Will there be any type of requirements set forth by WMATA that the operator will need to adhere to regarding cleanliness of each facility or lot?

A. Proposer(s) are to define the operating standards by which they will maintain the facilities within their technical proposal submission. The final negotiated standard for cleanliness (and other maintenance) will be included in the Concession Agreement.

- Q53.** Will WMATA have the authorization to direct the operator to perform and/or make any type of repair or upgrade to any of the facilities or lots in reference to structural, cleanliness or functionality at their discretion?
- A. Proposer(s) shall propose standards by which they will operate, maintain and repair the Parking Facilities. If the concessionaire does not comply with the finally negotiated and agreed upon standards, which shall be defined in the Concession Agreement, WMATA will have the right to enforce the maintenance standards.**
- Q54.** Will the operator be able to receive relief from their lease payment for emergency, terrorist, or inclement weather shut downs of the rail system that will directly affect the demand for the parking facilities or lots on the day(s) in question?
- A. Please refer to Section 4.1 in the RFP.**
- Q55.** Will the operator be able to store or house trash and/or recycling dumpsters on site or near each facility or lot?
- A. No, the successful proposer cannot store or house trash and/or recycling dumpsters on site or near each facility and/or lot.**
- Q56.** Will WMATA have the authorization to direct the operator to increase staffing at any of the facilities or lots for any reason at their discretion?
- A. The Concessionaire is to provide high-quality service for Metro Transit customers and other parking users. WMATA will establish service standards in the Concession Agreement. How the Concessionaire meets those standards is their responsibility.**
- Q57.** Is the Board of Director's the primary party that has authority to approve a monetization transaction and has this party authorized the release of the RFP?
- A. Please refer to the response for Question 18.**

Q58. Will this party set a predetermined level of objectives for an acceptable proposal?

A. The objectives of the RFP are provided in Section 3 and subsequent amendments. Each proposal will be evaluated against their ability to achieve those objectives, as well as comply with the other stated requirements within the RFP.

Q59. What is the defined approval process? Please list all steps and timelines.

A. Please refer to Attachment titled Bidder Conference PPT15Sept2016, which is accessible on WMATA's Procurement website at:

http://www.wmata.com/business/procurement_and_contracting/solicitations/view.cfm?solicitation_id=3481

Q60. Has this authorized party publicly supported a potential monetization? Please provide supporting materials.

A. Please refer to the response to Question 18.

Q61. Are there any bond payments/obligations on the parking assets? And if so is the plan to retire the debt (or release collateral if tied to other properties)?

A. Yes, there is approximately \$71,710,980 in outstanding bonds. The Proposer should propose either a deal structure which does not impact the bonds or whether the Proposer suggests that the bonds be defeased.

Q62. Will there be any financial information, revenue and expense, of the existing system released prior to the RFP deadline? Will a data room be established and opened to potential bidders?

A. Please refer to the response provided for Questions 15 (Amendment 3) and Question 23 regarding financial information.

Please refer to the response provided for Question 20 concerning the data room.

Q63. Will a draft Concession Agreement including the defined operating and maintenance details, standards, and service level agreements be provided before proposals are due on October 28, 2016?

A. Please refer to the responses provided for Question 21, 22, and 43.

Q64. Are there any changes to the parking supply currently being considered by WMATA? If so, please define.

A. Six surface lots have either an executed “Joint Development Agreement” (i.e. an agreement with a private real estate developer to purchase or ground lease the land where there is currently parking or a Kiss & Ride) or are under active negotiations for redevelopment. At these joint development locations, the Parking Facilities may change, from surface parking to spaces in a parking garage, for example It is WMATA’s expectation that the concessionaire will have parking spaces temporarily added (and taken away) as well as permanently added (and taken away) over the life of any particular station or through system expansion.

As revenue collection and operations will continue at these lots, the concessionaire is to include all facilities in their proposal for a 50 year-term. The Concessionaire should propose a formula to account for permanent and temporary additions and removals of parking.

Q65. How will changes in parking supply be addressed in the Concession Agreement? In the event of spaces are removed during the term of the contract, how will the concessionaire be compensated?

A. The Concessionaire should propose a formula to account for permanent and temporary additions and removals of parking.

Q66. Has WMATA hired any advisors to oversee and/or assist with this transaction? If so, will there be an opportunity for prospective bidders to meet with WMATA’s Advisors?

A. WMATA has retained a financial advisor for this project. Any advisors WMATA has retained or may retain will not be available for discussions with prospective proposers.

Q67. Will WMATA consider extending the due date as more time is necessary to complete our due diligence?

A. Please refer to Amendment 2. The initial proposal submission due date has been extended to November 11, 2016.

Q68. Will the concessionaire have the sole responsibility to enforce parking rules and regulations within the WMATA parking facilities and will the subsequent revenue be included in the concession agreement? What are the current fines associated with parking violations within WMATA system and how many citations are issued on an annual basis for each category?

A. Parking violations and associated fines are determined by and regulated under the associated Jurisdiction of the parking facility. WMATA does not receive revenue from parking infractions. If WMATA's Metro Transit Police Department (MTPD) or local jurisdictional police issue a ticket, these funds are paid to the local jurisdictional entity. The Concessionaire may enforce parking rules and regulations as deemed permissible by the individual Jurisdictions.

Q69. Does the gross revenue of \$44.8 Million generated in FY 2015, include Jurisdictional Parking Surcharges? If so, please provide a breakdown of system revenues and jurisdictional revenues.

A. No, the revenue of \$44.8 million is net after jurisdictional parking surcharge is deducted.

Q70. Please define the other revenue sources from the WMATA parking facilities and what will currently convey in this concession.

A. Please refer to the responses provided for Question 43.

Q71. Section 2.2.8 refers to required easements that will be necessary for WMATA to access and maintain essential systems within the parking facilities. Please define the process WMATA will use for demarcation of the parking facilities. Will a detailed demarcation plan be provided prior to the submission date?

A. Parking operator and its subcontractors will be required to adhere to WMATA's Adjacent Construction Project Manual to access WMATA facilities and systems. A demarcation plan of the parking facilities will be reflected in the concession agreement.

The Project Manual may be accessed at:

http://www.wmata.com/business/joint_development_opportunities/adjacent_construction_information.cfm

Q72. Will there be an agreement in the concession that defines the concessionaires right to inspect communication and data lines especially if they terminate into WMATA properties not defined or part of this concession agreement?

A. No. Private communications connections to the Parking Access and Revenue Control Systems at the parking lots and garages will be required for the concessionaire to operate, monitor and control the Parking Access and Revenue Control Systems equipment in the same manner as WMATA currently operates or the concessionaire can choose their own operations plan.

Q73. Section 2.2.9 requires that at the end of the term, parking facilities shall be returned with either 10 years remaining service life or with the same remaining usable service life of the asset at the time of financial close (whichever is less). How will the remaining service life for each facility be defined. Has this service life assessment already been completed?

A. Proposer(s) are to define the asset management and maintenance program by which they will maintain the facilities within their technical proposal submission. The final negotiated standard to assess remaining usable service life will be included in the Concession Agreement.

Q74. What percentage of outstanding debt is considered tax exempt? Can a debt schedule be provided so that proposers can evaluate taxable and tax exempt status of outstanding bonds?

A. 100% of the debt referenced in Question 61 is tax exempt.

Q75. Can the page limit be expanded as 50 pages (single sided) does not seem ample enough for proposers to address all aspects of this RFP?

A. WMATA has removed the 50 page limit requirement.

Q76. Are there any contracts relative to the parking system that will be transferred or impacted by this agreement? If so, please provide copies of all subsequent contracts.

A. WMATA is providing a summary of the potentially impacted contracts. Vendors should note that this summary excludes utility and joint development access agreements, restrictive covenants, and easements. The full contracts will be provided to proposers within the competitive range pursuant to a non-disclosure agreement.

Q77. Besides daily users of the parking facilities (WMATA riders) are there any other users of the parking system that can be identified (WMATA employees, monthly contract parkers, etc.)? If so, are there separate rates for these users?

A WMATA has arrangements for parking with the following entities for use of specified parking facilities: Strathmore Hall for Grosvenor Station, District of Columbia Government, Minnesota Ave Garage and the Food and Drug Administration for White Flint Station. Additional information is provided in Questions 23, 42, 43 and 76.

Q78. Please clarify your requirement in the RFP which states: "Provide fair compensation for WMATA's allowance to the private sector for use of this important asset."

A. There is no special meaning attributed to the term.

Q79. Please define how future surcharge revenues will be administered by WMATA and how this will be calculated into the concession fee submitted by the operator.

A. Please refer to RFP Section 2.2.4 states that surcharge revenues collected by the Concessionaire will be passed through to WMATA. WMATA will administer these revenues pursuant to the respective Surcharge Agreements. The surcharge revenues are separate from the parking fee.

Q80. Will WMATA agree to a transfer of funds utilized by WMATA patrons as an EFT after the customer debits funds from their SmarTrip card to the concessionaire?

A. **WMATA will agree to a transfer of funds for transactions completed using a SmarTrip card. The specifics of this transfer will be determined within the concession agreement following negotiations.**

Q81. Please provide the following financial data:

- a. Last three years of detailed operating expenses and revenue statements by facility.
- b. Any capital budget or plan relative to the parking facilities.

A. **Operating expense results are not available per facility. Please see the response for Question 15 (Amendment 3) for revenue data per Metrorail station.**

The capital improvement plan is provided in the FY2017 Approved Budget, Effective July 1, 2016, Appendix A – Capital Improvement Plan (CIP), CIP 152 Parking Garage Rehabilitation. The FY2017 Approved Budget is available on the WMATA.com website here:

http://www.wmata.com/about_metro/docs/FY2017%20Approved%20Budget.pdf . The CIP will be amended upon finalization of the concession agreement, with funding redirected to other projects, if deemed appropriate.

Q82. Please provide copies of any conditional or structural evaluations of the parking facilities that have been completed in recent years. Include any design documents on recommended repairs and anticipated capital expenses for each facility.

A. **Please see the response provided for Question 41.**

Q83. Please provide electronic copies of design documents for all parking facilities (PDF or CAD files).

A. **Please refer to the response provided for Question 41. WMATA will share design documents with proposers within the competitive range subject to a non-disclosure agreement.**

Q84. Please provide a comprehensive inventory of all equipment that will be included in the concession agreement.

A. **This information is not available for all equipment that will be included in the Concession Agreement. A demarcation plan of the parking facilities and included equipment will be reflected in the Concession Agreement.**

Q85. Please provide ridership data for the prior 5 years including:

- c. Total system ridership.
- d. Ridership specific to all stations that have on-site parking that will be included as part of the Concession Agreement.
- e. Data on any and all special user groups that receive discounted or subsidized fares, including government employees.

A. **Please refer to the response provided for Question 23 for Ridership data.**

In addition, WMATA's ridership by station by month for the last 5 years is available on line at <http://planitmetro.com/tag/ridership/>, (see, Data Download: Metrorail Ridership by Station by Month, 2010-2015)

The federal transit benefit is available to federal government employees, as well as organizations that provide this benefit to their employees. WMATA's SmarTrip card allows participants to load transit benefits onto their card. WMATA estimates there are 8,362 employees who receive parking benefits utilizing the SmartBenefits program. The parking benefits are provided as a pretax salary deduction for the majority, a direct or combination. Government agency employees represent an estimated 487 of the parkers. The government parking benefits could be a direct (subsidy) or pretax benefit.

Q86. Is there a requirement for certified minority business inclusion for the prime concessionaire? If so, what level of inclusion will it be?

A. **Please refer to the response for Question 24.**

Q87. Is the criteria for proposal evaluation weighted?

A. The criteria are listed from greatest to least weight both at the category and sub-category levels.

Q88. Will there be architectural plans and engineering assessments of the facilities provided?

A. Please refer to the response for Question 41.

Q89. We would also like to arrange a visit to the Parking Operations Control Center. Can you please forward a Right of Entry Agreement and let us know how we can arrange a visit?

A. WMATA's Parking Operations Control Center will not be part of the concession. A visit may be considered for the selected proposers who are within competitive range.

Q90. Please provide the number of monthly pass users in each station and the utilization rates for the monthly pass, if such information is available.

A. Please refer to the response provided for Question 13 in Amendment 3.

Q91. Please provide historic operating and maintenance costs for the Parking Portfolio, if available.

A. This information is not available.

Q92. Please provide any data collected or studies that may have been produced regarding historic usage of the parking system for non-transit users.

A. This data has not been collected.

Q93. Please provide occupancy rates of the Parking Facilities over weekends, if such data has been collected.

A. This information is not available.

Q94. Please provide historic utilization rates and parking rate changes across each station, if available.

A. Please refer to the response in Amendment 3, Question 5.

Q95. Please provide any additional studies available concerning the price demand elasticity of the Parking Facilities.

A. **This information is not available.**

END OF AMENDMENT 005